

SOLICITATION, OFFER AND AWARD		1.THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350))		RATING DO-A7	PAGE OF PAGES 1 of 42
2.CONTRACT NO.	3.SOLICITATION NO. N00164-03-R-4401	4.TYPE OF SOLICITATION []SEALED BID (IFB) [x]NEGOTIATED (RFP)	5.DATE ISSUED 02 Mar 04	6.REQUISITION/PURCH ASE NO.	
7.ISSUED BY CODE N00164 COMMANDER; CODE 1162NN, BLDG. 2521 NAVSURFWARCENDIV; 300 HIGHWAY 361 CRANE, IN 47522-5001		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in B. 2521 until **2:00 PM EST** local time **05 Apr 2004**
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:)	A. NAME Daniel C. Davis	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 812-854-3384
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
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15B. TELEPHONE NO. (Include area Code)	15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 23204(c)() [] 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified))	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on the Form, or Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

0001	Shipboard Physical Security systems installation and technical support services, which will be priced at time of task order proposal in accordance with Section C	1	LO (<u>Not Separately Priced</u>)
0002	Contract Data in accordance with DD Form 1423, attached as Exhibit A		<u>Not Separately Priced</u>

SECTION "B" NOTES:

(1) List your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

(2) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(3) It is requested that all questions concerning this procurement be submitted, **in writing (via e-mail)**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 5 on page 1 to both of the following personnel:

1. Davisdc@crane.navy.mil
2. Robbins_N@crane.navy.mil

(4) The Government has the option to award a single contract or to award multiple contracts for the same or similar services to two or more sources.

(5) There will be no minimum or maximum guaranteed amount to the single awardee or any of the multiple awardees.

(6) Fee will be calculated by utilizing the incentive fee calculator. See Exhibit E.

ORDERING -- ADDITIONAL INFORMATION -- (5306)

1. The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522-5001.
2. Task orders shall be placed against this contract using a DD 1155 or SF 1449 format. Task orders placed under this contract shall be placed no later than 60 months after contract award

3. This is a Multiple Award/Task Order Contract. Each order for services exceeding \$2,500 shall be placed on a competitive basis in accordance with paragraph 4 of this section unless the Contracting Officer waives the requirement on the basis of a written determination that-
 - (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
 - (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
 - (iii) The order must be placed on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. An order for services exceeding \$2,500 is placed on a competitive basis only if the Contracting Officer-
 - (i) provides a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the Contracting Officer will make the selection, to all contractors offering the required services under the multiple award contract; and
 - (ii) affords all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered.
5. No protests under Subpart 33.1 is authorized in connection with issuance or proposed issuance of an order under the contract resulting from this solicitation except for a protest on the grounds that the order increases the scope, period or maximum value of the contract.
6. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process, but the Contracting Officer shall consider price or cost under each order as of the factors in the selection decision. In addition, the Contracting Officer should consider past performance on earlier orders under the contract, including quality, timeliness and cost control. Formal evaluation plans or scoring of quotes or offers shall not be required. Naval Surface Warfare Center, Crane Division, may choose to use streamline procedures when selecting a task order awardee.

PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993) - (5313)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal percent (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND

TRAVEL COSTS - ALTERNATE I (NAVSEA) (MAY 2000) – (5315)

- (a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (a)(2) In accordance with Class Deviation 2000-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective on 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available;
 - (ii) travel performed for personal convenience/errands, including commuting to and from work; and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

TRAVEL NOTE: The Government authorizes the successful offerors to propose and purchase non-refundable tickets when it will be in the best interest of the Government.

PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work- See Exhibit C entitled

“Shipboard Physical Security (SPS) and Shipboard Security Module (SSM) Installation Services Contract”

Additional Info:

ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

ITEM(S) - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992) – (5405)

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

EXCLUSION OF MERCURY (NAVSEA) (May 1998) – (5409)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993) – (5413)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference all the data or information which the Government has provided or will provide to the Contractor except for -

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as applicable, or any other term or condition of this contract.

(c) (1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable;

or

(iii) establish or revise due dates for items of data information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of; or the time required for performance of any part of the work under this contract an equitable adjustment shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION "D" - PACKAGING AND MARKING

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor ; (2) contract number; (3) contract dollar amount; (4) whether the contract was competitively or non-competitively awarded; (5) sponsor: (Name of Individual Sponsor); (Name of Requiring Activity)(City and State)

PROHIBITED PACKAGING MATERIALS: (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

PREPARATION FOR DELIVERY (DATA ITEMS)

Data furnished as required by this contract and its task orders shall be adequately packaged to assure safe delivery to its destination.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

FAR Subsection	Title	Date
52.246-05	Inspection of Services--Cost Reimbursement	Apr 1984
52.246-16	Responsibility for Supplies	Apr 1984
PART II		
DFARS Subsection		
252.246-7000	Material Inspection and Receiving Report	Mar 2003

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE (ORIGIN) (5607)

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by a Government Representative at the location of installation. The location designated for such inspection and acceptance shall not be changed without prior written authorization of the Contracting Officer.

(b) The cognizant inspector shall be notified when supplies or services are ready for government inspection.

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995) (5611)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;

(d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;

(e) Identification and protection from improper use or disposition; and

(f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTE: Government representative means Contracting Officer

SECTION "F" - DELIVERIES OR PERFORMANCE

PART I

FAR Subsection	Title	Date
52.242-15	Stop Work Order (Apr 1984)--Alternate I	Aug 1989
52.247-34	F.o.b. Destination	Nov 1991
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Jun 2003

CLAUSES IN FULL TEXT

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS (5703)

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

TIME OF PERFORMANCE (SERVICES) (5711)

Services to be furnished under this contract shall be ordered within 60 months from the effective date of the contract.

SECTION "G" - CONTRACT ADMINISTRATION DATA

GENERAL PROCUREMENT INFORMATION

PART I

DFARS Subsection	Title	Date
252.242-7000	Post Award Conference	Dec 1991

SPECIAL PAYMENT INSTRUCTIONS

- Payment instructions will be detailed in each individual task order.
- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.
- Disburse ACRNs in the order shown:

SPECIAL INVOICE/BILLING INSTRUCTIONS

- Invoicing Instructions will be detailed in each individual delivery order.
- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.
- CLIN XXXX: Invoice ACRNs in the order shown:

[IF DFAS-CO PAYING OFFICE ORIGINAL INVOICE GOES TO COLUMBUS WITH COPY TO VENDOR PAY]

- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:

VENDOR PAY
CODE 00M, BLDG 3173
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE IN 47522-5002

Or e-mail the invoice to the following address:

cnin_Vendor Pay@crane.navy.mil

The subject line of the e-mail must read as follows:

Company Name/Contract Number/Order Number

[DFAS OPLOC Payment offices (Charleston, Kansas, Cleveland, etc.) use the following note in place of the above note—The contractor shall NOT send a copy of the invoice directly to the payment office—Please annotate "Send invoice to" block appropriately on Page 1 of the contract]

- The contractor shall submit 1 copy of the invoice to:

VENDOR PAY
CODE 00M, BLDG 3173
NAVSURFWARCENDIV
300 HIGHWAY 361
CRANE IN 47522-5002

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with Deployment of Wide Area WorkFlow - Receipt and Acceptance OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. A copy of the invoice for payment shall be submitted, in hard copy, in accordance with the Submission of Invoice Clause and Special Invoice Instructions herein.

PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE (5814)

Paragraph FAR 52.232-25(a)(5)(i) of the Prompt Payment clause is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 10th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

Payment will be due the vendor in accordance with FAR 52.232-25(a)(1)

Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

PAYMENT STATUS INQUIRIES (for other than bankcard pay)

Status of invoice payments can be obtained from the following web site:

www.dfas.mil/money/vendor

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the “MOCAS VPIS Help Guide” and “Reason and Remark Code Document”. You must then register by clicking on “User Registration” under the subheading “MOCAS Vendor Pay Inquiry System” before payment inquiries can be made.

If payment is being made by **other than DFAS-Columbus**, status of invoice payment can be obtained through the **Non-MOCAS System** by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<u>Document</u>	<u>Block</u>
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collected such small dollar amounts could exceed the amount to be recovered.

CLAUSES IN FULL TEXT

Submission Of Invoices (Fixed Price) (NAPS 5252.232-9000) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

 X a separate invoice for each activity designated to receive the supplies or services.

 * a consolidated invoice covering all shipments delivered under an individual order.

 * either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

* Check applicable procedure.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER

ATTN: DANIEL DAVIS, CODE 1162NN BLDG.2521

NAVAL SURFACE WARFARE CENTER

CRANE DIVISION

CRANE IN 47522-5011

TELEPHONE NO. 812-854-3384

NOTES:

1. Orders issued under this contract shall be of the cost-plus-incentive-fee form. Each order will describe the scope of the work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of an incentive fee that is calculated by utilizing the formula outlined in Exhibit [E]. The incentive fee formula is based on the percentage of the required delivery schedule remaining when the installation is complete. The target fee for this contract is 7% for installations that are completed on time. The maximum fee is 10% for installations that are

completed with 15% or more of the required delivery schedule remaining. The minimum fee is 0% for installations that are completed 20% or more past the required delivery schedule.

2. Any changes to the performance of each order, alterations, or variations, or any other issues which result in delays caused by the government, will be subject to an adjustment in the required delivery schedule.

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

- (a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.
 - (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
 - (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
 - (d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.
- Name Phone E-mail Address (optional)

Travel Costs - Alternate I (NAVSEA) (MAY 2000) – (5315)

- (a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (a)(2) In accordance with Class Deviation 2000-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective on 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available;
- (ii) travel performed for personal convenience/errands, including commuting to and from work; and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

SECTION "I" - CONTRACT CLAUSES

PART I

FAR Subsection	Title	Date
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-02	Security Requirements	Aug 1996
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-09	Changes or Additions to Make-or-Buy Program (Oct 1997) -- Alternate II	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.216-07	Allowable Cost and Payment	Dec 2002
52.216-10	Incentive Fee	Mar 1997
52.216-21	Requirements	Oct 1995
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small Business Subcontracting Plan (Oct 2000)—Alternate II	Oct 2000
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-04	Contract Work Hours and Safety Standards Act—Overtime Compensation	Sep 2000
52.222-19	Child Labor – Cooperation with Authorities and Remedies	Sep 2002
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.223-05	Pollution Prevention and Right-To-Know Information	Aug 2003
52.223-06	Drug-Free Workplace	May 2001
52.223-09	Estimate of percentage of recovered material content for EPA designated items	Aug 2000

52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.225-13	Restrictions on Certain Foreign Purchases (DEVIATION)	Jul 2000
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.228-05	Insurance-- Work on a Government Installation	Jan 1997
52.228-07	Insurance-- Liability to Third Persons	Mar 1996
52.230-02	Cost Accounting Standards	Apr 1998
52.230-06	Administration of Cost Accounting Standards	Nov 1999
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	May 1999
52.233-01	Disputes	July 2002
52.233-03	Protest After Award (Aug 1996)--Alternate I	Jun 1985
52.237-03	Continuity of Services	Jan 1991
52.237-10	Identification of Uncompensated Overtime	Oct 1997
52.242-01	Notice of Intent to Disallow Costs	Apr 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-02	Changes-- Cost-Reimbursement (Aug 1987)—Alternate I	Apr 1984
52.245-01	Property Records	Apr 1984
52.245-04	Government-Furnished Property (Short Form)	Jun 2003
52.245-18	Special Test Equipment	Feb 1993
52.245-19	Government Property Furnished "As Is"	Apr 1984
52.246-23	Limitation of Liability	Feb 1997
52.246-25	Limitation of Liability—Services	Feb 1997
52.249-06	Termination (Cost-Reimbursement)	Sep 1996
52.249-14	Excusable Delays	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	PART II	
DFARS Subsection	Title	Date
252.201-7000	Contracting Officer's Representative	Dec 1991
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999

252.203-7002	Display of DOD Hotline Poster	Dec 1991
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Nov 2001
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	Apr 1996
252.222-7002	Compliance with Local Labor Laws (Overseas)	Jun 1997
252.223-7004	Drug-Free Work Force	Sep 1988
252.225-7001	Buy American Act and Balance of Payments Program	Apr 2003
252.225-7002	Qualifying Country Sources as Subcontractors	Apr 2003
252.225-7004	Reporting of Contract Performance Outside the United States	Apr 2003
252.225-7012	Preference for Certain Domestic Commodities	Feb 2003
252.225-7013	Duty-Free Entry	Apr 2003
252.225-7021	Trade Agreements	Aug 2003
252.225-7036	Buy American Act—North American Free Trade Agreement Implementation Act—Balance Of Payments Program	Apr 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Jun 1998
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	Sep 2001
252.228-7002	Aircraft Flight Risk	Sep 1996
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7008	Assignment of Claims (Overseas)	Jun 1997
252.233-7001	Choice of Law (Overseas)	Jun 1997
252.242-7000	Postaward Conference	Dec 1991
252.245-7001	Reports of Government Property	May 1994
252.246-7001	Warranty of Data	Dec 1991
252.247-7023	Transportation of Supplies by Sea	May 2002

CLAUSES IN FULL TEXT

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such

orders may be issued from the effective date of the contract through 5 years after the effective date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of

(2) Any order for a combination of items in excess of \$3,000,000.00 or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

OZONE-DEPLETING SUBSTANCES (MAY 2001) (FAR 52.223-11)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses*(es):
<http://www.arnet.gov/far>

SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

SECTION "J" - LIST OF ATTACHMENTS

Exhibit "A" - Contract Data Requirements List (CDRL):	Date	No. of Pages
CDRL A001 (Technical Data Package Quality Control Program Plan)	18 Feb 04	1
CDRL A002 (Technical Report, Study/Services)	18 Feb 04	1
CDRL A003 (Report, Record of Meeting/Minutes)	18 Feb 04	1
CDRL A004 (Technical Report Study/Services)	18 Feb 04	1
CDRL A005 (Contractor's Progress, Status and Management Report)	18 Feb 04	
CDRL A006 (Technical Report Study/Services)	18 Feb 04	1
Exhibit "B" – Data Item Descriptions (DID)		
(1) Data Item Description (DID) DI-QCIC-81009	11 Sep 89	2
(2) DID DI-MISC-80508A	7 Nov 00	3
(3) DID DI-ADMN-81505	20 Nov 95	3
(4) DID DI-MISC-80508A	7 Nov 00	3
(5) DID DI-MGMT-80227	05 Sep 86	2
(6) DID DI-MISC-80508A	7 Nov 00	3
Exhibit "C" – Statement of Work (SOW)		
(1) Statement of Work		14
Exhibit "D" – Sample Task Orders		
(1) Sample Task Orders		12
(2) Associated Sample Task Order Drawings		2
Exhibit "E" – Incentive Fee Calculation Information		
(1) Incentive Fee Calculation Worksheet		2
(2) PowerPoint Brief w/ Examples		5
Exhibit "F" – Past Performance Questionnaire		
(1) Past Performance Questionnaire		8

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

PART I		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Dec 2001
52.223-04	Recovered Material Certification	Oct 1997
PART II		
<u>DFARS Subsection</u>		
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Sep 1994
252.225-7042	Authorization to Perform	Apr 2003

PROVISIONS IN FULL TEXT

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);;

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

(f) *Common Parent.*

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent::

Name

TIN

WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)

(a) [*Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) [*Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.]

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)(FAR 52.209-5)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has* has not*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address Name and Address of Owner and Operator of the Plant or

City, County, State, Zip Code)

Facility if Other Than Offeror or Respondent

ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)(FAR 52.215-07)

The offeror has (check the appropriate block):

(☐) (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ *[insert date of signature on submission]*, which are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows *[insert changes that affect only this solicitation; if "none", so state]*:

(☐) (b) Enclosed its annual representations and certifications.

SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)(FAR 52.219-1) – Alt I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(1) of this provision].*

The offeror shall check the category in which its ownership falls:

_____ Black American.

- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)(FAR 52.222-18)

(a) Definition. Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- [] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- [] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that—

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,
- (b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (FAR 52.223-13)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- * (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- * (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

- (iv) The facility does not fall within the following Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 30.
 - (D) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C.6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- * (v) The facility is not located in the United States or its outlying areas.
(End of Provision)

TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)
(DFARS 252.208-7000)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metals will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

	Deliverable Item
Precious Metal*	<u>Quantity</u>
<u>(NSN and Nomenclature)</u>	

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals-- one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)

(a) *Definitions.*

As used in this provision --

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export

Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Daniel C. Davis, Code 1162NN, Bldg. 2521, 300 Highway 361; Crane, IN 47522-5011

SPECIAL NOTICE - Contractors must be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: <http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Jun 1999
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions to Offerors-Competitive Acquisition – Alternate I (Oct 1997)	May 2001
52.215-16	Facilities Capital Cost of Money	Jun 2003
52.216-27	Single or Multiple Awards	Oct 1995
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
	<u>PART II</u>	
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995

The offeror is to identify its cognizant Defense Contract Audit Agency (DCAA) and Defense Contract Management Command (DCMC) Offices providing the following for each cognizant office:

- (a) Point of Contact Name,
- (b) Address,
- (c) Telephone Number,
- (d) FAX Number, and
- (e) E-mail Address.

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a Requirements type Multiple Award contract with provisions for Cost-Plus-Incentive-Fee type orders resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Richard G. Colvin, Naval Surface Warfare Center, Code 1162, 300 Highway 361, Crane, IN 47522-5001.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Title 6, Indiana Code, Articles 2.1 and 2.5, Crane Division, Naval Surface Warfare Center, Crane, Indiana, as a United States Government entity, is exempt from the imposition of any sales and use tax, and has been assigned Exemption Certificate Number 103400015.

WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of

documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

PROPOSAL INSTRUCTIONS

1. DELIVERY OF OFFERS:

All proposals are to be submitted to Daniel C. Davis, Code 1162NN, Solicitation No.: N00164-03-R-4401, Bldg. 2521, 300 Highway 361, Crane IN, 47522-5001 as indicated above.

2. PROPOSAL FORMAT:

a. Each volume of the proposal shall be presented in separately bound standard binders and contain sufficient information to permit a detailed evaluation. Each section of information shall be under a separate tab divider. Proposals are to be neat, legible and orderly. Content is more important than quantity. Pages are to be typewritten or developed on a word processor. Offeror is to submit 3 copies of proposal: 1 original and 2 duplicates.

b. Offerors are not encouraged to take exceptions to this solicitation and any exceptions must be submitted prior to the date set for submission of the proposals. Moreover, if any exceptions are taken to the Statement of Work, and those exceptions have not been resolved prior to the closing date, the offeror must submit a cover letter detailing the particular section, clause, and page to which an offeror is taking exception, and the basis for the exception.

3. PAST PERFORMANCE:

The offeror shall reference 5 past contracts to be considered for past performance. A Past Performance Questionnaire, Exhibit F, for each contract cited shall be sent to the Contracting Officer (of the cited contract) no later than five days prior to the proposal due date. The Contracting Officer for each contract cited shall complete the Past Performance Questionnaire with the assistance of the technical point of contact (TPOC) and forward it so that it is received on or before the closing date of the solicitation, at the address shown below:

*It is the sole responsibility of the offeror to ensure that past performance questionnaires are received by the requiring activity by the required due date.

Contracting Officer
Naval Surface Warfare Center
Daniel Davis/Code 1162NN
300 Highway 361
Crane IN 47522-5001

Solicitation No.: N00164-03-R-4401
Phone No. (812) 854-3384
Facsimile No. (812) 854-5095

Failure to submit complete information in the manner described above may be considered a “no response” and may result in the exclusion of the proposal from further consideration.

CAUTION: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate past performance and experience. Since the government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. The government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete experience/past performance information remains with the offerors. Proposals that do not contain the information requested by the paragraphs above, risk rejection or a low rating for past performance and/or experience.

4. OFFEROR CAPABILITY

Each Offeror is required to provide a separate section in the proposal outlining same or similar work experience. The section should be separated into individual contracts and provide as much information as possible including but not limited to:

- a. Contract Details
- b. Description of Work
- c. Point of Contact
- d. Relevant work processes
- e. Knowledge gained

5. SAMPLE TASK ORDER PROPOSAL

The offeror's sample task order section should at the minimum contain the following:

- a. Comply with the Sample Task Order Directions
- b. Management/Quality Assurance Plan
- c. Preparation Plan for Task Order
 1. Travel arrangements
 2. Ensuring proper security clearances have been obtained
 3. Personnel training (i.e. tag-out procedures, fire watch...)
- d. Cost breakdown
 1. Personnel
 2. # Of Hours
 3. Direct and Indirect Costs
 4. Calculated Fee (utilize Incentive Fee Formula as outlined in Exhibit [E]).

6. COMPLIANCE with RFP INSTRUCTIONS:

This section shall consist of the following:

- a. Signed and completed solicitation package including all amendments

- b. Proposed burdened labor rates for personnel to work on proposed contract (separated and labeled appropriately)
- c. All representations and certifications executed as required by Section K
- d. Indirect Rate Application information
- e. Identification of cognizant DCAA and DCMC, name, address, telephone number, fax number, and e-mail address
- f. Letters of Commitment

7. SUBCONTRACTING PLAN

In accordance with FAR 19.7, offerors shall submit a Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan with the proposal. A copy of the current approved Master Plan, or a new Plan specifically developed for this solicitation shall be submitted as part of the Business Proposal for approval. The plan shall be submitted in accordance with FAR clause 52.219-9, entitled "SMALL BUSINESS SUBCONTRACTING PLAN" and its Alternate II which outlines the information to be contained in the plan, i.e., separate goals for Small Businesses, HUBZone Small Businesses, Small Disadvantaged Businesses and Women-Owned Small Businesses set forth for the base and each option year, etc. NOTE: FAILURE TO SUBMIT A SUBCONTRACTING PLAN ACCEPTABLE TO THE CONTRACTING OFFICER SHALL MAKE THE OFFER INELIGIBLE FOR AWARD OF A CONTRACT. (ONLY LARGE BUSINESSES ARE REQUIRED TO SUBMIT A SUBCONTRACTING PLAN).

All offerors proposing under this solicitation hereby assume the total responsibility of submitting the above plan and the total risk that may result from failure to submit the above plan as outlined above.

SECTION "M" - EVALUATION FACTORS FOR AWARD

The government intends to evaluate proposals and may award multiple IDIQ task order contracts, which will permit awardees the ability to compete on subsequent government installation requirements via proposals on subsequent task orders. The government reserves the right to limit the number of awardees to the greatest number that will permit an efficient competition for the subsequent task order requirements.

Therefore, the offeror's initial proposal should contain the offeror's best terms..

The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation, is determined to be the most advantageous to the Government.

Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors for evaluation are set forth below.

1. Company Past Performance
2. Offeror Capability
3. Analysis of Sample Task Order Proposal
4. Compliance with RFP Instructions
5. Subcontracting Plan

EVALUATION FACTORS

The Offeror's Company Past Performance and Offeror Capability are of equal importance. The Offeror's Company Past Performance and Offeror Capability are more important than Analysis of Sample Task Order Proposal and Compliance with RFP Instructions. Task Order Proposal and RFP Compliance are of equal importance. Task Order Proposal and RFP Compliance are significantly more important than Subcontracting Plan. Although the Analysis of the sample Task Order Proposal and RFP Compliance are less important than the Company Past Performance and Offeror Capability factors, they will not be ignored. The degree of Task Order Proposal and RFP Compliance importance will increase with the degree of equality of proposals in relation to the other factors on which selection is to be based, or when the sample proposal or RFP Compliance are so significantly low as to diminish the value of the other factors to the Government. The subcontracting plan will be evaluated to ensure that all government requirements are met.

EVALUATION RATINGS

The government will utilize the following ratings for the Company Past Performance factor and Offeror Capability: Highly Favorable, Favorable, Neither Favorable nor Unfavorable, Unfavorable, Highly Unfavorable. The government will utilize the following ratings for the Sample Task Order Proposal, RFP Compliance and Subcontracting Plan: Outstanding, Acceptable, Marginal, or Unacceptable.

GENERAL INFORMATION

The contract resulting from this solicitation will be awarded to that responsible offeror(s) whose offer(s), conforming to the solicitation, is determined to be most advantageous to the Government. The Government will determine best value on the basis of the evaluation criteria.

COMPANY PAST PERFORMANCE

Company Past performance is a measure of the degree to which an offeror, as an organization, has satisfied its customers and complied with federal, state, and local laws and regulations. The Government will inquire about the following elements, which are of equal importance in relation to each other, (1) the quality and timeliness of the offeror's work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior including its willingness to cooperate and overall helpfulness in solving problems. In the evaluation of past performance the Government will contact former customers and Government agencies, and other private and public sources of information. An offeror with no past performance history will receive neither a favorable or unfavorable rating.

OFFEROR CAPABILITY

The Government will evaluate the capability of the offerors that submitted proposals. The Government will evaluate their capability through the analysis of written proposals and other written information on the basis of the following sub-factors, which are listed in descending order of importance: (1) relevant corporate experience, (2) key personnel.

(1) Relevant Corporate Experience.

The Government will evaluate each offeror's work records to determine whether, during the past five years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the work that will be required under the prospective contract. The Government will consider the experience of individuals and subcontractors that will play a significant role on the installation team but not the experience of individuals or subcontractors representing a portion less than 10% of the proposed work.

(2) Key Personnel.

The Government will assess the quality and extent of the qualifications of the offeror's proposed key personnel based on a review of the resumes submitted against the portions of the Statement of Work pertaining to the minimum requirements for personnel in the following labor categories. The resume evaluation will be based on the extent to which key personnel resumes meet or exceed the education and experience required by the labor qualifications in Section C. Key personnel shall have letters of commitment in the proposal. Resumes that do not meet the minimum qualification requirements will be evaluated as unacceptable.

- (1) Team Leader/Field Supervisor
- (2) Shipboard Welder
- (3) Electronics Technician and/or Shipboard Electrician

The following will be used as a guide for determining how well the offeror's resumes correspond with the labor categories described in Section C of this solicitation:

1. To what extent do the key personnel have specific shipboard experience in the work areas identified in their respective labor categories?
2. To what extent do the key personnel have the desired education and training in their respective labor categories?
3. To what extent do the key personnel have experience in Shipboard installation?
4. Do the proposed key personnel currently have a security clearance, or, are they capable of obtaining a security clearance?
5. To what extent are the key personnel current employees of the offeror versus contingency hires? Signed letters of intent must be presented for all contingency hires, signed by both parties.
6. Are the proposed key personnel being utilized on overlapping contract requirements?

SAMPLE TASK ORDER PROPOSAL

The offerors will be evaluated on their response to the sample task order presented in the solicitation package. The Government will provide a sample task order that includes statement of work, location of installation, personnel required, estimated hours, and delivery schedule. Offerors will be required at a minimum to provide in their sample task order proposal a section outlining the following subjects:

1. Management/Quality Assurance Plan
2. Preparation Plan for Task Order
 1. Travel Arrangements
 2. Security Clearances
 3. Personnel Training (i.e. tag-out procedures, hazmat, fire watch...)
3. Cost Breakdown including burdened labor rates.

All offerors are required to address every aspect of the sample task order when preparing the sample task order proposal.

The sample task order proposal will be used to evaluate each offeror's:

1. Industry knowledge
2. Ability to prepare for task order
3. Ability to complete task order
4. Ability to adhere to Government requirements (clean-up, data requirements, etc.)

Offerors shall submit cost/pricing data in a separate document for each sample task order proposal.

Cost and pricing data shall be separate from the technical portion of the Sample Task Order proposal.

COMPLIANCE with RFP INSTRUCTIONS

The Government will assess the extent to which each offeror complied with the instructions in this RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and of a lack of capability to perform satisfactorily.

SUBCONTRACTING PLAN

The subcontracting proposal shall consist of:

1. Plan for this action

(A) Provide a subcontracting plan for this action in accordance with FAR part 19 if the offeror is a large business. If the offeror is a small business, provide a discussion of subcontracting utilizing the format prescribed in FAR part 19.

2. Historical Performance

(A) Provide information relative to subcontracting goals and actual results from actions completed within the past three years. Discuss why goals were not achieved if applicable.

(B) Describe your management approach for enhancing small, small disadvantaged and woman owned business subcontractor's technical capability. Describe the amount and type of work historically performed by subcontractors for your company.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.